

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION**

TRYON P. SISSON,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 3:20-cv-005101
)	
MANISH PATEL, et al.,)	
)	
Defendants.)	

**THE MITRA DEFENDANTS’
MOTION TO DISMISS THE AMENDED COMPLAINT**

Defendants Manish Patel, Pushpak Patel, Chalak Mitras Group, LLC, Mitra Hedgehog, LLC, CMG Operations, LLC, Mitra Midwest Operations, LLC, Mitra Camdenton, LLC, Mitra Neosho, LLC, and Mitra Mt. Vernon, LLC (the “Mitra Defendants”)¹ move to dismiss Plaintiff’s Amended Complaint under Rule 12(b)(6) for failure to state a claim for relief.

Plaintiff’s allegations in this case relate to a 2010 transaction for the purchase of a number of KFC restaurants (including restaurants in Camdenton, Neosho, and Mt. Vernon, Missouri), the subsequent assignment of the leases for those restaurants, and the alleged failure to pay the full rent due under those leases, beginning in August 2012. Four of Plaintiff’s five claims are directed at some, or all, of the Mitra Defendants: Count I (for breach of contract, against all Mitra Defendants), Count II (for breach of the implied duty of good faith and fair dealing, against Mitra Hedgehog, LLC), Count III (for tortious interference, against the Patels, Chalak Mitras Group, LLC, Mitra Hedgehog, LLC, CMG Operations, LLC, and Mitra Midwest, LLC), and Count V (for civil conspiracy, against all Mitra Defendants and Defendant KFC Corporation).

¹ The Mitra Defendants include all Defendants to this lawsuit with the exception of Defendant KFC Corporation.

This lawsuit—although it tacks on various time-barred ancillary theories of recovery—is essentially an action for breach of contract to recover the allegedly overdue rent. The Mitra Defendants thus bring this motion to narrow the scope of what is truly at stake. Specifically, and as discussed more fully in the accompanying suggestions in support, the Mitra Defendants move this Court under Rule 12(b)(6) to dismiss Count I, in part, and Counts II, III, and V, in their entirety, as time-barred under the applicable statutes of limitations. Several of those claims also require dismissal for alternative, independent reasons. Finally, Plaintiff’s claims also fail to the extent he purports to bring them as “attorney-in-fact” for third parties (specifically, on behalf of his wife and his parents).

For these reasons, and the reasons set forth in the suggestions in support, the Mitra Defendants respectfully request that the Court grant their motion and enter such other and further relief as the Court deems just and proper under the circumstances.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on January 27, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Stephanie C. Bradshaw
Attorney for Mitra Defendants